

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT WITH PARENTAL CONSENT ("AGREEMENT")**

In consideration of being permitted to participate in any way in any event ("Activity"), for me, a minor child of which I am the parent or acting as the legal guardian of another participant (collectively referred to as I, me or my), connected with my use of the Jamestown Park and Recreation Department's Two Rivers Activity Center ("TRAC") for myself, personal representatives, heirs, and next of kin:

### 1. Representation to Participate in Activity:

Acknowledge the danger and the risks to my person and property with my participation in using TRAC's facilities, equipment, programs, and services. I acknowledge, agree, and represent that I understand the nature of the Activity or Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

### 2. Assumption of Known and unknown risk:

Acknowledge that my use of TRAC including its facilities, equipment, programs, and services involve known and unknown risks and dangers of serious bodily injury including, but not limited to property loss, disability, paralysis, and death. There may be other risks or social and economic losses either known to me or not readily foreseeable at this time, and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity. These risks may be caused by my own actions or inactions, the actions or inactions of others participating in an Activity, the conditions in which the Activity takes place, or the negligence of TRAC, its employees, agents, assigns, and successors.

### 3. Waiver of Liability:

Hereby waive, release, and discharge TRAC, its officers, employees, agents, assigns, and successors from any and all negligence and liability for my death, disability, personal injury, property damage, property theft, or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in any activity or activities connected with the use of TRAC's facilities, equipment, programs, and services.

### 4. Indemnification:

Hereby indemnify, save, and hold harmless TRAC, its employees, agents, assigns, and successors from and against any and all claims of any nature including all costs, expenses, and fees arising out of or resulting from my actions connected with my use of TRAC's facilities, equipment, programs, or services.

### 5. Consent to Receive Medical Treatment:

Hereby consent to receive emergency medical treatment which may be deemed advisable in the event of injury, accident or illness connected with my use of TRAC's facilities, equipment, programs, or services. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

### 6. Use of Likeness:

Hereby give my permission and consent to TRAC and any parties collaborating with TRAC, now and for all time to make, reproduce, edit, broadcast, rebroadcast any video film, footage, soundtrack recordings and photo reproductions of me as incidental to the publication, display, sale, or exhibition thereof in promotions, advertising and legitimate business uses without any compensation to, and/or claim by me. I may or may not be identified in such reproductions, however I shall not be stated by name to have endorsed any particular commercial products or commercial services. This permission, however, expressly excludes the use of my likeness and/or personal narrative as the focus of any publication, display sale or exhibition without a separate signed, written agreement.

### 7. Internet Usage Policy and Indemnification:

Acknowledge that I have reviewed TRAC's internet usage policy. By signing this agreement and connecting to the complimentary wireless internet provided, I agree to abide by this usage policy. I further acknowledge that my privileges to use the internet may be withdrawn at any time. I further indemnify, save, and hold harmless, TRAC, its officers, employees, agents, assigns, successors, or any third-party vendor against any and all claims of any nature including all costs, expenses and fees arising out of or resulting from my use of the complimentary wireless internet, including but not limited to loss of privacy and data. I further acknowledge that my use of the wireless internet will be at my own risk and that TRAC will not be responsible for monitoring or otherwise ensuring the safety of the complimentary wireless internet.

I acknowledge that I am age 18 or older, have read this agreement and fully understand its terms, understand that I have given up substantial rights by signing it, have signed it freely and without any inducement or assurance of any nature, and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant: \_\_\_\_\_

Participant's signature: \_\_\_\_\_

Address: \_\_\_\_\_

(Street) (City) (State) (Zip)

Phone: \_\_\_\_\_ date: \_\_\_\_\_

**Minor release: (must be completed by parent for any participant under the age of 18 or guardian for any participant under their care)**

**Name of Minor or Ward:** \_\_\_\_\_

And I, as the minor's parent and/or ward's legal guardian, understand the nature of the activity and the minor/ward's Experience and capabilities and believe the minor/ward to be qualified, in good health, and in proper physical condition to participate in such activity. I as the minor's parent and/or ward's legal guardian and on behalf of the minor or ward, hereby release, discharge, covenant not to sue, and agree to Indemnify and save and hold harmless TRAC, its employees, agents, assigns, and successors from all liability, claims, demands, losses, or damages on the minor's account caused, or alleged to be caused, in whole or in part by the negligence of TRAC, its officers, employees, agents, assigns, and successors or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor/ward, or anyone on the minor/ward's behalf makes a claim against TRAC, its officers, employees, agents, assigns, and successors named above, I will indemnify, save, and hold harmless TRAC, its officers, employees, agents, assigns, and successors from any litigation expenses, attorney fees, loss liability, damage, or any cost that may occur as a result of any such claim.

Printed name of parent/guardian: \_\_\_\_\_

Parent/guardian signature: \_\_\_\_\_

Address: \_\_\_\_\_

(Street) (City) (State) (Zip)

Phone: \_\_\_\_\_ date: \_\_\_\_\_